

THE HONORABLE JAMES L. ROBART

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

ANNA PATRICK, DOUGLAS MORRILL,  
ROSEANNE MORRILL, LEISA GARRETT,  
ROBERT NIXON, SAMANTHA NIXON,  
DAVID BOTTONFIELD, ROSEMARIE  
BOTTONFIELD, TASHA RYAN,  
ROGELIO VARGAS, MARILYN DEWEY,  
PETER ROLLINS, RACHAEL ROLLINS,  
KATRINA BENNY, SARA ERICKSON,  
GREG LARSON, and JAMES KING,  
individually and on behalf of all others  
similarly situated,

## Plaintiffs,

V.

DAVID L. RAMSEY, III, individually; HAPPY HOUR MEDIA GROUP, LLC, a Washington limited liability company; THE LAMPO GROUP, LLC, a Tennessee limited liability company.

### Defendants.

Case No. 2:23-cv-00630-JLR

**DECLARATION OF DAMON C. ELDER  
IN SUPPORT OF RESPONSE TO  
DEFENDANTS DAVID RAMSEY, III AND  
THE LAMPO GROUP, LLC'S MOTION  
TO COMPEL ARBITRATION OF ALL  
CLAIMS AND STAY CASE PENDING  
ARBITRATION**

Hearing Date: July 18, 2024

DECLARATION OF DAMON C. ELDER IN SUPPORT OF  
RESPONSE TO DEFENDANTS DAVID RAMSEY, III AND THE  
LAMPO GROUP, LLC'S MOTION TO COMPEL ARBITRATION OF  
ALL CLAIMS AND STAY CASE PENDING ARBITRATION  
(Case No. 2:23-cv-00630-JLR)

1 I, Damon C. Elder, hereby declare as follows:

2 1. I am an attorney with Morgan, Lewis & Bockius LLP and represent Defendants  
 3 David Ramsey, III and The Lampo Group, LLC in the above-captioned action. I am over eighteen  
 4 years of age and am competent to testify herein. I make the following statements based on my  
 5 personal knowledge.

6 2. On February 21, 2024, the Lampo Defendants propounded requests for production  
 7 asking Plaintiffs to produce, among other things, their contracts with Reed Hein.

8 3. On May 8, 2024, for the first time, Plaintiffs produced to the Lampo Defendants  
 9 the contracts that nine Plaintiffs signed with Reed Hein, all of which have arbitration clauses.

10 4. On June 3, 2024, I emailed Plaintiffs' counsel to inform them of the Lampo  
 11 Defendants' intent to move to compel arbitration and requested to meet and confer regarding the  
 12 anticipated motion.

13 5. The parties conferred on June 5, 2024, and Plaintiffs' counsel agreed to produce  
 14 all remaining contracts by June 13, 2024, to the extent they could be found, so the parties could  
 15 assess whether all or only some of them contained arbitration clauses before the Lampo  
 16 Defendants brought this motion.

17 6. On June 13, 2024, Plaintiffs produced two more Plaintiff contracts, both of which  
 18 also have arbitration clauses. One of those contracts indicates that it was for Ms. Dewey. The  
 19 other contract is labelled as belonging to Plaintiffs Sara Erickson, both in the electronic file name  
 20 and in the Bates label but has the names of Sara and Tyrone So in the contract. We have assumed  
 21 that this is the contract produced for Sara Erickson.

22 7. Also on June 13, Plaintiffs' counsel acknowledged that their other clients could  
 23 not find their contracts, but that they had determined that the unfound contracts likely also contain  
 24 arbitration clauses. Attached as **Exhibit 1** is a true and correct copy of the June 13, 2024 email  
 25 from Tallman Trask to me RE: Patrick et al v. Ramsey et al – eservice – 30(b)(6).

1       8.       Attached as **Exhibit 2** is a true and correct copy of a document produced by  
2 Plaintiffs as the August 30, 2019 Timeshare Owner Exit Agreement between David Bottonfield  
3 and Reed Hein & Associates, LLC.

4       9.       Attached as **Exhibit 3** is a true and correct copy of a document produced by  
5 Plaintiffs as the April 22, 2019 Timeshare Owner Exit Agreement between Marilyn Dewey and  
6 Reed Hein & Associates, LLC.

7       10.      Attached as **Exhibit 4** is a true and correct copy of a document produced by  
8 Plaintiffs as the May 7, 2020 Timeshare Owner Exit Agreement between Sara and Tyrone So and  
9 Reed Hein & Associates, LLC. As explained above in Paragraph 6, we understand this to have  
10 been produced on behalf of Sara Erickson.

11      11.      Attached as **Exhibit 5** is a true and correct copy of a document produced by  
12 Plaintiffs as the December 27, 2019 Timeshare Owner Exit Agreement between Leisa Garrett and  
13 Reed Hein & Associates, LLC.

14      12.      Attached as **Exhibit 6** is a true and correct copy of a document produced by  
15 Plaintiffs as the September 25, 2019 Timeshare Owner Exit Agreement between Anna Patrick  
16 and Reed Hein & Associates, LLC.

17      13.      Attached as **Exhibit 7** is a true and correct copy of a document produced by  
18 Plaintiffs as the August 15, 2019 Timeshare Owner Exit Agreement between Peter Rollins and  
19 Reed Hein & Associates, LLC.

20      14.      Attached as **Exhibit 8** is a true and correct copy of a document produced by  
21 Plaintiffs as the August 19, 2019 Timeshare Owner Exit Agreement between Tasha Ryan and  
22 Reed Hein & Associates, LLC.

23      15.      Attached as **Exhibit 9** is a true and correct copy of a document produced by  
24 Plaintiffs as the May 30, 2021 Timeshare Owner Exit Agreement between Katrina and David  
25 Benny and Reed Hein & Associates, LLC.

16. Attached as **Exhibit 10** is a true and correct copy of a document produced by Plaintiffs as the July 7, 2021 Timeshare Owner Exit Agreement between Rogelio and Jeannette Vargas and Reed Hein & Associates, LLC.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 20th day of June, 2024 at Seattle, Washington.

By: s/ Damon C. Elder  
Damon C. Elder

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RESPONSE TO DEFENDANTS DAVID RAMSEY, III AND THE  
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